

Fluor Daniel Fernald
BID BOND

(See instructions on reverse)

DATE BOND EXECUTED (Must NOT be later than bid opening date):

PRINCIPAL (Legal Name and Business Address):	TYPE OF ORGANIZATION (Check one):	
	Individual	Partnership
	Joint Venture	Corporation
STATE OF INCORPORATION:		

SURETY(IES) (Name and Business Address):

PENAL SUM OF BOND				BID IDENTIFICATION		
PERCENT OF BID PRICE	AMOUNT NOT TO EXCEED				BID DATE:	INVITATION NUMBER:
	MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENT(S)		
					FOR CONSTRUCTION	

OBLIGATION: We, the Principal and Surety(ies) are firmly bound to the United States of America (hereinafter called the Government), and FERMCO (hereinafter called the Company) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS: The Principal has submitted the bid identified below.

THEREFORE: The above obligation is void if the - (a) upon acceptance by the Government and the Company of the bid identified above, within the period specified therein for acceptance (sixty (60) days if no period is specified), executes the further contractual documents and gives the bond(s) required by the terms of the bid as accepted within the time specified (ten (10) days if no period is specified) after receipt of the forms by the principal; or (b) in the event of failure so to execute such further contractual documents and give such bonds, pays the Government and the Company for any cost of procuring the work which exceeds the amount of the bid.

Each Surety executing this instrument agrees that its obligation is not impaired by an extension(s) of the time for acceptance of the bid that the Principal may grant to the Government or the Company. Notice to the surety(ies) of extension(s) are waived. However, waiver of the notice applies only to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.

WITNESS: The Principal and Surety(ies) executed this bid bond, as modified for the Government and the Company, and affixed their seals on the above date.

PRINCIPAL					
SIGNATURE(S)	1.	2.	CORPORATE SEAL		
	(SEAL)	(SEAL)			
NAME(S) & TITLE(S) (TYPED)	1.	2.			
INDIVIDUAL SURETY(IES)					
SIGNATURE(S)	1.	2.	(SEAL)		
	(SEAL)	(SEAL)			
NAME(S) (TYPED)	1.	2.			
CORPORATE SURETY(IES)					
SURETY A	NAME & ADDRESS		STATE OF INC.:	LIABILITY LIMIT:	CORPORATE SEAL
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (TYPED)	1.	2.		

CORPORATE SURETY(IES) (Continued)

SURETY B	NAME & ADDRESS		STATE OF INC.:	LIABILITY LIMIT:	CORPORATE SEAL
	SIGNATURE(S)	1.	2.		
	NAME & TITLE(S) (TYPED)	1.	2.		
SURETY C	NAME & ADDRESS		STATE OF INC.:	LIABILITY LIMIT:	CORPORATE SEAL
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (TYPED)	1.	2.		
SURETY D	NAME & ADDRESS		STATE OF INC.:	LIABILITY LIMIT:	CORPORATE SEAL
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (TYPED)	1.	2.		
SURETY E	NAME & ADDRESS		STATE OF INC.:	LIABILITY LIMIT:	CORPORATE SEAL
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (TYPED)	1.	2.		
SURETY F	NAME & ADDRESS		STATE OF INC.:	LIABILITY LIMIT:	CORPORATE SEAL
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (TYPED)	1.	2.		
SURETY G	NAME & ADDRESS		STATE OF INC.:	LIABILITY LIMIT:	CORPORATE SEAL
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (TYPED)	1.	2.		

INSTRUCTIONS

1. This form is authorized for use when a bid guaranty is required. Any deviation from this form will require the written approval of the Administrator of General Services.

2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.

3. The bond may express penal sum as a percentage of the bid price. In these cases, the bond may state a maximum dollar limitation (e.g., 20% of the bid price but the amount not to exceed _____ dollar(s).

4.(a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space

designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.

(b) Where individual sureties are involved, two or more responsible persons shall execute the bond. A completed Affidavit of Individual Surety (Standard Form 28), for each individual surety, shall accompany the bond. The Government and/or the Company may require these sureties to furnish additional substantiating information concerning their financial capability.

5. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal" and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction regarding adhesive seals.

6. Type the name and title of each person signing this bond in the space provided.

7. In its application to negotiated contracts, the terms "bid" and "bidder" shall include "proposal" and "offeror."